



Larry H. Krantz  
 Marjorie E. Berman  
 Hugh D. Sandler  
 Jerrold L. Steigman

Ainsley C. Dowling

Lisa A. Cahill  
 Rebecca S. Campbell  
 Of Counsel

Writer's E-mail

adowling@krantzberman.com

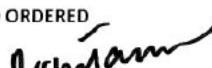
July 23, 2025

**Application granted.**

**VIA ECF**

The Honorable Robyn F. Tarnofsky  
 United States Magistrate Judge  
 Southern District of New York  
 500 Pearl St.  
 New York, NY 10007

**The Clerk of Court is respectfully requested to seal ECF 22  
 with access to Case Participants and Court Personnel only  
 and to terminate ECF 26.**

SO ORDERED  
  
 ROBYN F. TARNOFSKY  
 UNITED STATES MAGISTRATE JUDGE

**Date: July 23, 2025  
 New York, NY**

**Re: *Ortega v. Richard N. Ash Center, M.D., P.C., et al., 1:24-cv-03399-JAV-RFT*  
 – Letter Request to Seal ECF Doc No. 22**

Dear Judge Tarnofsky:

Pursuant to Rule 5.2 of the Federal Rules of Civil Procedure and Rule III(E) of Your Honor's Individual Practices in Civil Cases, Plaintiff Jorge A. Rodriguez Ortega respectfully moves for an order to seal Plaintiff's July 16, 2025 letter (ECF Doc No. 22 ("July 16<sup>th</sup> Letter")).

This case arises from a wage and hour dispute in which Plaintiff has asserted claims under the Fair Labor Standards Act ("FLSA") and New York Labor Law ("NYLL") for unpaid overtime wages. In March 2025, the parties reached a settlement in principle, and spent months negotiating the settlement agreement and preparing a joint request for court approval under *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2005). However, earlier this month, before the parties executed the agreement, settlement negotiations stalled. After attempts at resolution by the parties failed, Plaintiff submitted the July 16<sup>th</sup> Letter requesting a court conference.

By way of setting forth the issue for which court assistance was needed, the July 16<sup>th</sup> Letter provided details of the settlement in principle, including the settlement amount and other agreed upon benefits. Because we understand courts in this Circuit to disfavor sealing and/or redacting FLSA settlement agreements and settlement amounts given the strong presumption of public access to such information, we did not file the July 16<sup>th</sup> Letter under seal or in redacted form. See *Olano v. Designs by RJR, Ltd.*, 2017 WL 4460771 ("the overwhelming majority of courts in this Circuit that have analyzed the propriety of redacting FLSA settlement amounts or filing FLSA settlement agreements under seal have disapproved of those requests").

However, after we filed the July 16<sup>th</sup> Letter, counsel received an email from Your Honor's Chambers suggesting that we submit a request to seal the July 16<sup>th</sup> Letter, because it contained settlement information that was deemed confidential and that should not be on the docket. Accordingly, Plaintiff files this request to seal the July 16<sup>th</sup> Letter (ECF No. 22).

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Respectfully submitted,



Ainsley C. Dowling

Cc: Marjorie E. Berman